Department of Commerce, Community, and Economic Development
CORPORATIONS, BUSINESS & PROFESSIONAL LICENSING

ENTITY DETAILS

Name(s)

Type	Name
Legal Name	The Herbal Cache LLC

Entity Type: Limited Liability Company

Entity #: 10089476

Status: Good Standing

AK Formed Date: 8/10/2018

Duration/Expiration: Perpetual

Home State: ALASKA

Next Biennial Report Due: 1/2/2020

Entity Mailing Address: P.O. BOX 822, GIRDWOOD, AK 99587

Entity Physical Address: 317 TIMBERLINE DR, GIRDWOOD, AK 99587

Registered Agent

Agent Name: Brent Carse

Registered Mailing Address: P.O. BOX 822, GIRDWOOD, AK 99587

Registered Physical Address: 317 TIMBERLINE DR, GIRDWOOD, ALASKA, AK 99587

Officials

☐Show Former

AK Entity #	Name	Titles	Owned
	Brent Carse	Member, Manager	100

Filed Documents

Date Filed	Type	Filing	Certificate
8/10/2018	Creation Filing	Click to View	Click to View
3/18/2019	Initial Report	Click to View	

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Alaska Business License # **1078189**

Received by AMCO 11.27.18

Alaska Department of Commerce, Community, and Economic Development
Division of Corporations, Business and Professional Licensing
P.O. Box 110806, Juneau, Alaska 99811-0806

This is to certify that

THE HERBAL CACHE LLC

PO BO 822 GIRDWOOD AK 99587

owned by

THE HERBAL CACHE LLC

is licensed by the department to conduct business for the period

September 01, 2018 through December 31, 2018
for the following line of business:

42 - Trade

This license shall not be taken as permission to do business in the state without having complied with the other requirements of the laws of the State or of the United States.

This license must be posted in a conspicuous place at the business location.
It is not transferable or assignable.

Mike Navarre
Commissioner

Alaska Business License # **1078189**

Received by AMCO 11.27.18

Alaska Department of Commerce, Community, and Economic Development
Division of Corporations, Business and Professional Licensing
P.O. Box 110806, Juneau, Alaska 99811-0806

This is to certify that

THE HERBAL CACHE LLC

PO BO 822 GIRDWOOD AK 99587

owned by

THE HERBAL CACHE LLC

is licensed by the department to conduct business for the period

November 12, 2018 through December 31, 2019
for the following line of business:

42 - Trade

This license shall not be taken as permission to do business in the state without having complied with the other requirements of the laws of the State or of the United States.

This license must be posted in a conspicuous place at the business location.
It is not transferable or assignable.

Mike Navarre

Alaska Entity #10089476

State of Alaska
Department of Commerce, Community, and Economic Development
Corporations, Business, and Professional Licensing

Certificate of Organization

The undersigned, as Commissioner of Commerce, Community, and Economic Development of the State of Alaska, hereby certifies that a duly signed and verified filing pursuant to the provisions of Alaska Statutes has been received in this office and has been found to conform to law.

ACCORDINGLY, the undersigned, as Commissioner of Commerce, Community, and Economic Development, and by virtue of the authority vested in me by law, hereby issues this certificate to

The Herbal Cache LLC

IN TESTIMONY WHEREOF, I execute the certificate and affix the Great Seal of the State of Alaska effective **August 10, 2018**.

Mike Navarre
Commissioner

Received by AMCO 11.27.18

AK Entity #: 10089476
Date Filed: 08/10/2018
State of Alaska, DCCED

THE STATE of ALASKA

Department of Commerce, Community, and Economic Development
Division of Corporations, Business, and Professional Licensing
PO Box 110806, Juneau, AK 99811-0806
(907) 465-2550 • Email: *corporations@alaska.gov*
Website: *Corporations.Alaska.gov*

FOR DIVISION USE ONLY

Articles of Organization

Domestic Limited Liability Company

Web-8/10/2018 12:32:43 PM

1 - Entity Name

Legal Name: The Herbal Cache LLC

2 - Purpose

Any Lawful Purpose

3 - NAICS Code

453998 - ALL OTHER MISCELLANEOUS STORE RETAILERS (EXCEPT TOBACCO STORES)

4 - Registered Agent

Name: Brent Carse
Mailing Address: P.O. Box 822, Girdwood, AK 99587
Physical Address: 317 Timberline dr, Girdwood, Alaska, AK 99587

5 - Entity Addresses

Mailing Address: P.O. Box 822, Girdwood, AK 99587
Physical Address: 317 Timberline dr, Girdwood, AK 99587

6 - Management

The limited liability company is managed by a manager.

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7 - Officials

Name	Address	% Owned	Titles
Brent Carse			Organizer

Name of person completing this online application

This form is for use by the named entity only. Only persons who are authorized by the above Official(s) of the named entity may make changes to it. If you proceed to make changes to this form or any information on it, you will be certifying under penalty of perjury that you are authorized to make those changes, and that everything on the form is true and correct. In addition, persons who file documents with the commissioner that are known to the person to be false in material respects are guilty of a class A misdemeanor. Continuation means you have read this and understand it.

Name: Brent Carse

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Limited Liability Company Operating Agreement
("Operating Agreement")

For

The Herbal Cache LLC

ARTICLE I
Company Formation

1.1 FORMATION. The Member elected to form a Limited Liability Company ("Company") subject to the provisions of the Alaska Revised Limited Liability Company Act ("Act") as currently in effect on August 10, 2018. The Articles of Organization were filed with the State of Alaska on August 10, 2018 and the Certificate of Organization was issued by the State of Alaska on the same day.

1.2 NAME. The name of the Company is: The Herbal Cache LLC

1.3 REGISTERED AGENT. The name and location of the registered agent of the Company is:

Brent Carse
P.O. Box 822
Girdwood, Alaska 99587

1.4 TERM. The Company shall continue for a perpetual period unless a Member whose capital interest exceeds 50 percent votes for dissolution.

1.5 BUSINESS PURPOSE. The purpose of the Company is to conduct any lawful business.

1.6 PRINCIPAL PLACE OF BUSINESS. The location of the principal place of business of the Company is:

Brent Carse
158 Holmgren Place Suite 101
Girdwood, Alaska 99587

The principal place of business of the Company may be changed to any location selected by the Member.

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1.7 THE MEMBERS. The name and address of the Member is noted below. If additional Members are admitted to the Company pursuant to ARTICLE 1.8, an exhibit may be appended to this Agreement or in the Company records stating the name and address of the new Member.

1.8 ADMISSION OF ADDITIONAL MEMBERS. Except as otherwise expressly provided in this Agreement, no additional Members shall be admitted to the Company through issuance of a new interest in the Company without the written consent of the Member.

ARTICLE II
Capital Contributions

2.1 INITIAL CONTRIBUTIONS. The Member shall initially contribute to the Company one thousand dollars ($1,000.00) and a promise to contribute money, property, or services in the future.

2.2 ADDITIONAL CONTRIBUTIONS. The Member may make additional capital contributions to the Company at any time. Such additional contributions may be described in an exhibit appended to this Agreement or in the Company records as the contributions are made.

ARTICLE III
Profits, Losses, and Distributions

3.1 PROFITS AND LOSSES. For financial accounting and tax purposes, the Company's net profits or net losses shall be determined on an annual basis.

3.2 DISTRIBUTIONS OF AVAILABLE FUNDS. The Company shall determine available funds. Available funds, as referred to herein, shall mean the net cash of the Company available after appropriate provision for expenses and liabilities (both actual and contingent) as determined by the Company. The Company may, but is not required to, distribute the available funds. The Company may retain the available funds in the Company. The decision to distribute available funds and/or the amount of the distribution, if any, are committed to the unfettered discretion of the Company. Distributions in liquidation of the Company or in liquidation of the Member's interest shall be made in accordance with applicable law in effect at that time.

3.3 NONLIABILITY OF MEMBER. No member of the Company shall be personally liable for the torts, contracts, debts, expenses, commitments, obligations, liabilities, and/or judgments of the Company or for any action, suit and/or proceeding asserted, brought and/or maintained against the Company.

ARTICLE IV
Management

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4.1 MANAGEMENT OF THE COMPANY. The Member, within the authority granted by the Act and the terms of this Agreement, shall have the complete power and authority to manage and operate the Company and make all decisions affecting its business and affairs.

4.2 MEMBERS. Except as otherwise provided in this Agreement, all decisions and documents relating to the management and operation of the Company shall be made and executed by the Member.

4.3 THIRD PARTIES. Third Parties dealing with the Company are entitled to rely conclusively upon the power and authority of the Member to manage and operate the Company.

4.4 RECORDS. The Member of the Company may keep the following records at a location determined by the Member:

a. A current list of the full name and address of each Member including the capital interest of each Member; and

b. A copy of the Certificate of Organization and the Company Operating Agreement with all exhibits and amendments; and

c. Copies of the Company's federal and state income tax returns and reports, if any, for the three most recent years; and

d. Copies of any financial statements or bookkeeping records.

ARTICLE V
Compensation

5.1 ORGANIZATION EXPENSES. All expenses incurred in connection with organization of the Company shall be paid by the Company or reimbursed to the Member upon presentation of valid receipts.

5.2 SALARY. No salary shall be paid to the Member for the performance of the duties under this Agreement.

5.3 REIMBURSEMENTS. The Company shall reimburse the Member for all direct out-of-pocket expenses incurred by him in managing the Company.

ARTICLE VI
Bookkeeping, Capital, And Banking

6.1 LEGAL AND ACCOUNTING SERVICES. The Company may obtain legal and accounting services to the extent reasonably necessary to conduct the Company's business.

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6.2 ACCOUNTING METHODS. The Member shall maintain complete and accurate books of account of the Company's affairs at a location determined by the Member. The Company shall use the cash method of accounting. The Company's accounting period shall be the calendar year.

6.3 TAX CLASSIFICATION. The Company shall be initially classified as a Subchapter S corporation.

6.4 MEMBER'S ACCOUNT. The Company will maintain a capital account for the Member on a cumulative basis in accordance with federal income tax accounting principles. The capital of the Member shall consist of the Member's original contribution of capital, as described in ARTICLE II, and increased by additional capital contributions.

6.5 BANKING. All funds of the Company will be deposited in a separate bank account or accounts in the name of the Company. The type, location, and number of accounts will be determined by the Member. Company funds will be invested or deposited with an institution whose accounts or deposits are insured or guaranteed by an agency of the United States government.

ARTICLE VII
Transfers

7.1 ASSIGNMENT. If at any time a Member proposes to sell, assign, or otherwise dispose of all or any part of the Member's interest in the Company and there is another Member, such Member shall first make a written offer to sell such interest to the other Member at a price determined by mutual agreement. If such other Member declines or fails to elect such interest within thirty (30) days of the written offer, and if the sale or assignment is made and the Members fail to approve this sale or assignment unanimously then, pursuant to the applicable law, the purchaser or assignee shall have no right to participate in the management of the of the business and affairs of the Company. The purchaser or assignee shall only be entitled to receive the share of the profits or other compensation by way of income and the return of contributions to which that Member would otherwise be entitled.

7.2 SALE OR ENCUMBRANCE PROHIBITED. No Member shall voluntarily or involuntarily sell, pledge, transfer, convey, assign or encumber or otherwise dispose of an interest in the Company without the prior written consent of the Member.

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CERTIFICATE OF FORMATION

This Company Operating Agreement is entered into and shall become effective as of the Effective Date by and among the Company and the person executing this Agreement as a Member. It is the Member's express intention to create a Limited Liability Company in accordance with Alaska law as currently written or subsequently amended or redrafted.

The undersigned hereby agrees, acknowledges, and certifies that the foregoing Operating Agreement is adopted and approved by the Member. The Agreement, consisting of five (5) pages, constitutes the Operating Agreement of The Herbal Cache LLC, adopted by the Member effective as of August 10, 2018.

MEMBER:

Brent Carse, Member

AMCO Received 3/14/2019